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U.S. Department of Justice

Washington, DC 20530

OMB NO. 1124-0006; Expires February 28, 2014

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant		2. Registration No.
Blank Rome Government Relations LLC		6025
3. Name of Foreign Principal	4. Principal Address of Foreign Principal	pal
The Committee of Support for the	Avdas, Parques de Africa	
Equatorial Guinea Child (CANIGE)	En posession de D.N.I. 14.933	
	Malabo, Republica de Guinea Ecuat	oria!
5. Indicate whether your foreign principal is one of the follow	owing:	
☐ Foreign government		
☐ Foreign political party		
☑ Foreign or domestic organization: If either, chec	k one of the following:	
☐ Partnership	☐ Committee	•
☐ Corporation	☐ Voluntary group	
★ Association	☐ Other (specify)	
☐ Individual-State nationality		· · · · · · · · · · · · · · · · · · ·
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant		
N/A		
b) Name and title of official with whom registran	t deals	
N/A		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
N/A		
b) Name and title of official with whom registrar	nt deals N/A	
c) Principal aim N/A		
· · · · · · · · · · · · · · · · · · ·		
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8. If the foreign principal is not a foreign g	government or a foreign political party: ss or activity of this foreign principal.	
In collaboration with other n	on activity of this foleigh principal. non-profit organizations and NGOs, CANIGE promotes activitie nent of the educational, health, moral, social well-being of wor	
Equatorial Carried.		
		•
b) Is this foreign principal:		
Supervised by a foreign government	ent, foreign political party, or other foreign principal	Yes 🗵 No 🗀
Owned by a foreign government,	foreign political party, or other foreign principal	Yes ⊠ No □
Directed by a foreign government	t, foreign political party, or other foreign principal	Yes ⊠ No □
Controlled by a foreign governme	ent, foreign political party, or other foreign principal	Yes ⊠ No □
Financed by a foreign governmen	nt, foreign political party, or other foreign principal	Yes ⊠ No □
Subsidized in part by a foreign go	vernment, foreign political party, or other foreign principal	Yes ⊠ No □
9. Explain fully all items answered "Yes"	in Item 8(b). (If additional space is needed, a full insert page m	ust be used.)
CANIGE is supervised, owned, directed, 1995 by a group of women, including t	l, controlled, financed, and subsidized by foreign principals. Controlled, financed, and subsidized by foreign principals. Controlled in First Lady of the Republic of Equatorial Guinea, and the dir lition, CANIGE is financed and subsidized by foreign individual	ANIGE was established in ectors and officers of
and to digit wantadas and crake fano	a raising detivities on earth of a serial.	
		•
foreign principal, state who owns and CANIGE is a non-profit organization go by the government of the Republic of lorganizational structure includes a Gerauthority of the organization and is co	ion and is not owned or controlled by a foreign government, fore controls it. overned solely by the laws of the Republic of Equatorial Guines Equatorial Guinea or any of the country's political parties. Rat neral Assembly, President, and a Board of Directors. The Gene imposed entirely of Members. The Board is responsible for ma dent, two Vice Presidents, a Secretary and his assistant, a Treas	a. CANIGE is not controlled ther, CANIGE's ral Assembly is the highest nagement and control of
	EXECUTION	
information set forth in this Exhibit A t	the undersigned swears or affirms under penalty of perjury that he to the registration statement and that he/she is familiar with the occurate to the best of his/her knowledge and belief.	
Date of Exhibit A Name and Title 5-22-12 Singlythm	MATUSTER, Principle Signature	m'auster

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U.S. Department of Justice

Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.		
Blank Rome Government Relations LLC	6025		
3. Name of Foreign Principal			
The Committee of Support for the Equatorial Guinea	Child ("CANIGE")		
Che	eck Appropriate Box:		
4. The agreement between the registrant and the above checked, attach a copy of the contract to this exhibit	ve-named foreign principal is a formal written contract. If this box is it.		
5. There is no formal written contract between the res	gistrant and the foreign principal. The agreement with the above-named		
foreign principal has resulted from an exchange of	Correspondence. If this box is checked, attach a copy of all pertinent oposal which has been adopted by reference in such correspondence.		
foreign principal has resulted from an exchange of correspondence, including a copy of any initial process. The agreement or understanding between the regis contract nor an exchange of correspondence between	correspondence. If this box is checked, attach a copy of all pertinent		
foreign principal has resulted from an exchange of correspondence, including a copy of any initial pro 6. The agreement or understanding between the regis contract nor an exchange of correspondence between	correspondence. If this box is checked, attach a copy of all pertinent oposal which has been adopted by reference in such correspondence. trant and the foreign principal is the result of neither a formal written ten the parties. If this box is checked, give a complete description below understanding, its duration, the fees and expenses, if any, to be received.		

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Describe fully the a	ctivities the registrant engag	es in or proposes to en	gage in on behalf of t	he above foreign	principal.
	ank Rome's engagement wi icating and establishing par				
reached to perforn	o action on CANIGE's behal n and Blank Rome's subcont s registration for CANIGE is a	tract with Global Trad	ng ended before Bla	nk Rome rendere	ed any services.
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					•.
					· .
Will the activities of the footnote below?	n behalf of the above foreign Yes ⊠ No □	n principal include poli	tical activities as defi	ned in Section 1(o) of the Act and in
TC 1 11 11			4		1 . 0
	uch political activities indica eans to be employed to achie		igs, the relations, inte	rests or policies to	be influenced
Communications v	vith government officials to age in any such activity on b	promote CANIGE cor	stitute political activ	ity as defined in S	Section 1(o). Blank
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<u> </u>		EXECUTIO	N		
		EXECUTIO			
n accordance with 2	B U.S.C. § 1746, the undersign	gned swears or affirms	under penalty of perj	ury that he/she ha	is read the
	in this Exhibit B to the regisentirety true and accurate to t			with the contents	thereof and that suc
-to of Pubility D	Name and Title		Signature		
ALE OF EXHIBIT R	E . 1001110 WILL A ADIV		1	_	j.
ate of Exhibit B	Singleton McAllister Partr	ner/Principal	11.	1 06 1	
-12-/2	Singleton McAllister, Partr		Shin Cut	un Ma	Ellister

Primary Contract Between Global Trading International And CANIGE

CONVENIO DE ASISTENCIA TECNICA

ENTRE

El Comité de Apoyo Al Niño Ecuatoguineano (CANIGE) representado por la Vice-Presidenta Primera, Eulalia Envo Bela, en posesión de D.N.I. con residencia en Malabo, República de Guinea Ecuatorial, Avdas. Parques de África s/n.

γ

Doña Patricia Desvergers, de nacionalidad francesa, Vicepresidenta & CEO de Global Trading Company, en posesión de pasaporte nº con residencia 13 bis rue Curial – 75019 París, FRANCE.

Ambas Partes se reconocen mutuamente con capacidad y competencia para formalizar el presente Convenio de Asistencia Técnica en diseño, elaboración y lanzamiento de proyectos de CANIGE a nivel nacional e internacional, el cual se sujeta a las siguientes CLAUSULAS:

<u>Primera.</u> El Comité de Apoyo al Niño Ecuatoguineano (en adelante "el Comité"), desea contratar los servicios técnicos de Doña Patricia Desvergers, para ejecutar las actividades recogidas en los Términos de Referencia que se adjuntan al presente convenio, los cuales constituyen parte integrante e inseparable del presente convenio.

<u>Segunda.</u>- Doña Patricia Desvergers, acepta prestar los servicios técnicos mencionados en el presente convenio y recogidos en los Términos de Referencia.

<u>Tercera.</u> Doña Patricia Desvergers, elaborará un Cronograma de actividades, sobre la base de los Términos de Referencia presentado por el Comité, con indicación de las fechas y periodos de ejecución de cada actividad, así como el correspondiente presupuesto, a cada actividad.

<u>Cuarta.</u>- El CANIGE, se compromete a contratar los servicios técnicos de Doña Patricia Desvergers, pero de ninguna manera se hará cargo de las obligaciones derivadas de terceros.

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Quinta.- La Asistencia Técnica a ser prestada tiene el propósito de desarrollar capacidades del Comité y promover transparencia y responsabilidad en el diseño, elaboración y lanzamiento de proyectos, en el marco de cuatro grandes sectores, a saber: NIÑO, MUJER, VIH/SIDA y

DISCAPACITADOS.

<u>Sexta.-</u> Los honorarios a percibir por Doña Patricia Desvergers se establecerán sobre la base de los standares de las Estados Unidos de América y de mutuo acuerdo entre las partes. Y en relación a las actividades retenidas en los Términos de Referencia, anexados a este convenio.

<u>Séptima.</u>- Los desembolsos se ejecutarán en función del cumplimiento del cronograma de trabajo establecido de mutuo acuerdo.

<u>Octava.</u> Las partes se comprometen guardar confidencialidad de las comunicaciones (teléfonos, internet, grabaciones) que se intercambien. Los gastos derivados de las mismas, deberán ser aprobados previamente por el Comité.

<u>Novena.</u>- Doña Patricia Desvergers se compromete a elaborar un informe de las actividades realizadas y presentarlo al Comité cada dos meses, es decir: Primer informe al 28 de Marzo de 2011, Segundo Informe al 30 de Mayo de 2011 y el último informe al 30 de Julio de 2011 respectivamente.

<u>Décima.</u>- El presente Convenio de Asistencia Técnica, tendrá una duración de seis (6) meses y entrará en vigor a partir de la fecha de su firma por los representantes legales.

<u>Undécima.</u>- El presente Convenio de Asistencia Técnica, se regirá y se interpretará conforme a las leyes de la República de Guinea Ecuatorial en la materia.

<u>Duodécima.</u>- El presente Convenio de Asistencia Técnica, está elaborado en dos versiones, en español y en inglés, las dos versiones son igualmente válidas.

<u>Decimo tercera.</u>- En caso de algún conflicto en la ejecución del presente Convenio se resolverá por vía amistosa, en caso de desacuerdo de alguna de las partes, se recurrirá a la legislación interna en la materia.

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El acuerdo hizo día de 14 de febrero 2011

Fdo.

Sra. De Patricia Desvergers

E.O Global Trading International (GTI)Washington DC ACT OF AFORD THE STATE OF THE S

Sra. Dª Eulalia Envo Bela

Vicepresidenta del Comité de Apoyo al Niño Ecuatoguineano (CANIGE)

Global Trading International

£190: 522292252

TECHNICAL ASSISTANCE AGREEMENT

BETWEEN

The Equatorial Guinea Child Support Committee (CANIGE) represented by the First Vice-President, Eulalia Envo Bela, in possession of identity card residing in Malabo, Republic of Equatorial Guinea, Avdas. African Parks s/n.

AND

Mrs. Patricia Desvergers, a French citizen, Vice President & CEO of Global Trading Company, in possession of passport No. residing at 13 bis rue Curial – 75019 Paris, FRANCE.

Both parties are in mutual recognition with capacity and competence to enter into this Technical Assistance Agreement in the design, development and launch of CANIGE's projects at the national and international level, subject to the following clauses:

<u>First</u> - The Equatorial Guinea Child Support Committee (hereinafter "the Committee") wishes to contract the technical services of Mrs. Patricia Desvergers to execute the activities contained in the Terms of Reference attached to this agreement, which constitutes an integral and inseparable part of this agreement.

<u>Second</u> - Mrs. Patricia Desvergers agrees to provide technical services referred to in this agreement and recognized in the Terms of Reference.

<u>Third</u> - Mrs. Patricia Desvergers will develop a schedule of activities based on the Terms of Reference submitted by the Committee, which will indicate the dates and the periods of execution of each activity, along with the corresponding budget, for each activity.

<u>Fourth</u> - CANIGE agrees to contract the technical services of Mrs. Patricia Desvergers, but in no way will be responsible for any third-party obligations.

<u>Fifth</u> - The technical assistance being provided is intended to build the capacity of the Committee and promote transparency and accountability in the design, development and launch of projects within the framework of four major sectors, namely: CHILDREN, WOMEN, HIV / AIDS and DISABLED.

<u>Sixth</u> - The fees to be charged by Mrs. Patricia Desvergers will be established based on the standards of the United States of America and by mutual agreement between the parties. And in relation to the activities contained in the Terms of Reference, annexed to this agreement.

<u>Seventh</u> - The payments will be executed based on the fulfillment of the work schedule mutually agreed upon.

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<u>Eighth</u> - The parties agree to keep as confidential communications (telephone, internet, recordings) that they exchange with one another. The costs of these communications shall be approved in advance by the Committee.

<u>Ninth</u> – Mrs. Patricia Desvergers commits to preparing a report of activities and submitting it to the Committee every two months, i.e., First Report on March 28, 2011, Second Report on May 30, 2011 and the last report on July 30, 2011, respectively.

<u>Tenth</u> - This Technical Assistance Agreement will last six (6) months and shall take effect from the date of the signatures by the legal representatives.

<u>Eleventh</u> - This Technical Assistance Agreement shall be governed and interpreted in accordance with the laws of the Republic of Equatorial Guinea in the subject.

<u>Twelfth</u> - This Technical Assistance Agreement is made in two versions, English and Spanish, both versions equally valid.

<u>Thirteenth</u> - In case of any conflict in the execution of this Agreement, it shall be settled by amicable means, in case of disagreement of some of the parts, domestic law will be resorted to in the matter.

The agreement was made the 14th day of February 2011

N 4	•	B. 4		
Mrs.		Mrs.		
			· · · · · · · · · · · · · · · · · · ·	

Mrs. Patricia Desvergers

Mrs. Eulalia Envo Bela

C.E.O. Global Trading International (GTI) Washington DC

Vice President of the Equatorial Guinea Child Support Committee (CANIGE)

Sub-Contract Between Global Trading International And

Blank Rome Government Relations LLC



Phone:

(202) 772-5825

Fax:

(202) 572-8405

Email:

McAllister@BlankRome.com

August 4, 2011

Ms. Patricia Desvergers Chief Executive Office Global Trading International, Inc. 4100 Massachusetts Avenue NW Suite A218 Washington, DC 20016

Re: Representation of the CANIGE Foundation

Dear Ms. Desvergers:

Thank you for selecting Blank Rome Government Relations (BRGR) to work with Global Trading International, Inc. ("Global Trading") as a subcontractor in support of your engagement with the CANIGE Foundation ("Foundation"). The main objective of our services will be to develop and promote the Foundation in the United States, promoting causes for children, women and public health with government officials, non-governmental organizations and corporations and universities. Our instructions will come directly from Global Trading as they are contracting BRGR to perform the above mentioned tasks.

BRGR is a Limited Liability Company that is owned by the law firm of Blank Rome LLP, a Pennsylvania limited partnership. However, BRGR is not a law firm. The services BRGR will provide are nonlegal in nature and distinct from the kinds of services that are provided by lawyers.

Some of the legal protections that exist within an attorney-client relationship do not apply to your relationship with BRGR. In an attorney-client relationship, an attorney is ordinarily required to maintain the confidentiality of all information relating to the representation of the client, communications between a client and an attorney and are legally protected from compelled disclosure under the attorney-client privilege. Attorneys are also prohibited from representing persons with conflicting interests, and are obliged to maintain professional independence.

Watergate 600 New Hampshire Avenue NW Washington, DC 20037 www.BlankRomeGR.com

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Patricia Desverges August 4, 2011 Page 2

These aspects of the attorney-client relationship, which exist because of the Rules of Professional Conduct, and the legal doctrine of attorney-client privilege, do not apply to your relationship with BRGR. Nevertheless, we will use reasonable efforts to protect the confidentiality of information relating to this engagement, including communications between us and any of your agents or attorneys, and will not divulge such information except to the extent we need to do so in order to carry out the engagement or you authorize us to do so. We also undertake to disclose to you and obtain your consent prior to our acceptance, or Blank Rome LLP's acceptance, of any other representation that we know may be adverse to your interests.

Although BRGR is a limited liability company affiliated with the law firm of Blank Rome LLP, you may choose to retain another law firm to obtain legal services that may relate to this engagement, and we will be pleased to cooperate with any other attorneys you may wish to engage. To the extent that you engage Blank Rome LLP or another law firm in connection with this engagement, the attorney-client privilege that exists with respect to your communications with a lawyer may not apply with respect to communications between BRGR and another law firm you may engage (including Blank Rome LLP) or, a corporate law department. Such communications may therefore be subject to compelled disclosure.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Upon the completion of our services with respect to this matter or transaction, we hope that you will choose to engage our firm to perform additional services for you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm.

We propose to undertake this representation for an initial period of three months beginning August 1, 2011 and ending October 31, 2011 in the amount of Seventy Five Thousand (\$75,000.00). Payments are the responsibility of Global Trading with payments scheduled as follows: initial payment of \$25,000.00 will be made on August 4, 2011. The second and third payments in the amount of \$25,000.00 each will be made on or before September 1, 2011 and October 1, 2011.

Wire transfers are made as follows:

Wachovia Bank, N.A. Philadelphia, PA ABA#

SWIFT Code #

Credit to: Blank Rome LLP Retainer

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Patricia Desverges August 4, 2011 Page 3

Account #

Reference: Client Matter#/Invoice# (if available)

In addition to these fees for services, the Foundation will be responsible for certain disbursements and other charges in performing services as more particularly described in the Addendum. Fees, disbursements and other charges will be billed monthly and are payable upon presentation. We expect prompt payment. We are entitled to interest of 1% per month on all invoices that are not paid within thirty days.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached Addendum. If you have any questions about them, please give us a call.

On behalf of Blank Rome Government Relations LLC, I thank you for the privilege of representing you and look forward to serving your interests. If this arrangement is agreeable to you, please sign below and return a signed copy of this letter to me.

Very Truly Yours,

Inglitan B Millistic
Singleton B. McAllister

Agreed and Accepted:

Patricia Desversers

CEO, Global Trading International, Inc.

Date

cc: CANIGE Foundation

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ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your representative:

1. Scope of Engagement.

Unless otherwise agreed to in writing or we specifically undertake such additional engagement at your request, we will serve only the client named in the engagement letter and not its affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments or divisions. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our engagement will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

You may not rely upon us for legal, business, investment or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal.

2. Fees.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. <u>Disbursements and Other Charges.</u>

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge may exceed our costs. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

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4. Conflicts of Interest.

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent, or between or among clients of BRGR and clients of Blank Rome LLP. In these situations, if we are authorized to do so, we would wish to disclose the conflicts to our clients, former clients and prospective clients and consult with them to obtain the clients' or former clients' consents before we may proceed, whether or not we may be required to do so. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent if we seek them.

5. Termination.

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the engagement (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fee and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. <u>Litigation Hold/Preservation of Documents.</u>

If this engagement involves our representation of you in connection with litigation or an investigation by a governmental agency, it is important that we address the need to put in place a timely and effective program for preserving all relevant documents, including especially your electronic documents and emails. You should immediately suspend any routine document retention policies that may be in effect and consult with us concerning the institution of effective procedures for document preservation. Failure to do so can impair our ability to represent you in this matter and can affect the outcome.

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7. <u>Electronic Mail, Other Communications and Records.</u>

In the course of our engagement, we recognize the importance of preserving the confidentiality of our communications with you and other information relating to the engagement. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in this engagement. With respect to records and files, BRGR is the sole owner of its files and those files are not within your possession, custody or control.

8. Lobbying Reports

To the extent that our representation of the Foundation requires that we register and report lobbying activities under applicable law or to register and report any representation that requires registration under the Foreign Agents Registration Act, you authorize us to prepare and file these registrations and reports with the appropriate government authorities and to pay for our preparation of the necessary documents and any related expenses, including filing fees.